

US EPA RECORDS CENTER REGION 5



468044

To: John Carr, Jr.  
Company: \_\_\_\_\_

Date: Dec. 14, 1994  
Fax #: (517) 531-4175

From: Carl Malson  
Location: Grand Rapids, MI

Ext #: \_\_\_\_\_  
Sending From Fax #:  
☒ (616) 942-6499 - Glenwood Bldg  
☐ (616) 949-6023 - Eagle Bldg

Project #: 04011.04  
Subject: Septic System Installation

Comments: John -

If this subcontract agreement is acceptable  
to you, please sign and FAX back  
to me at (616) 942-6499. If  
you have any questions, please give  
me a call.

If you do not receive 6 pages (including cover page),  
please call us as soon as possible @  
(616) 942-9600 - Glenwood Bldg  
(616) 940-4300 - Eagle Bldg

E A R T H



T E C H

## **SUBCONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT, by and between Carr Brothers & Sons, Inc.

hereinafter referred to Subcontractor, and WW Engineering & Science, Inc. (d.b.a. EARTH TECH), hereinafter referred to as WW, of 5555 Glenwood Hills Parkway, S.E., Grand Rapids, Michigan, 49512.

### **WITNESSETH:**

**SCOPE OF WORK.** WW hereby contracts with the Subcontractor to perform the following described services, hereinafter collectively referred to as the Scope of Services: Installation of septic system as described on the attached Proposal No. 1497 and the accompanying sketch from the Calhoun County Health Department Permit No. 12299

**SUBCONTRACTOR'S COMPENSATION.** Subcontractor shall be paid for all services rendered on the following basis: A lump sum amount of \$2,000.00.

**TERMS AND CONDITIONS.** The Terms and Conditions, as printed on the reverse side hereof, shall apply to all services undertaken pursuant to this Agreement, unless otherwise specifically agreed in writing.

**SPECIAL PROVISIONS:** The Subcontractor and WW mutually agree that this Agreement shall be subject to the following Special Provisions which, together with the Terms and Conditions hereof and the exhibits hereto, represent the entire Agreement between the Subcontractor and WW.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

**SUBCONTRACTOR: CARR BROTHERS  
& SONS, INC.**

**WW ENGINEERING & SCIENCE, INC.  
(d.b.a. EARTH TECH)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **TERMS AND CONDITIONS**

1. **INSURANCE.** It is understood that, in accepting this Agreement, Subcontractor agrees to carry and to furnish certificates from insurance carrier(s) indicating the following coverages and maximum limits:

Worker's Compensation - Statutory limits for the state or states in which the work is being performed.

General Public Liability - \$200,000 each occurrence - \$500,000 aggregate

General Property Damage - \$100,000

Automobile, Public Liability - \$200,000 each occurrence - \$500,000 aggregate

Automobile, Property Damage - \$100,000

Contractual liability covering Subcontractors undertakings under this Agreement.

When requested by WW, Subcontractor shall cause WW and WW's client to be an additional named insured on the Subcontractor's insurance policies with respect to the services to be performed under this Agreement.

2. **WARRANTY.** Subcontractor expressly warrants that all materials and work covered by this Agreement will conform to the specifications, drawings, samples or other descriptions and directions furnished or specified by WW, and will be merchantable, free from defects, and will be fit and sufficient for the purposes intended, and will comply with all applicable federal, state and local statutes or ordinances.
3. **CANCELLATION.** WW may cancel this Agreement if not executed as specified, or if not delivered in accordance with established work schedules, and may terminate this Agreement at any time without cause, in which event it shall pay the Subcontractor and/or Supplier for such portion of the work as he may have completed and for materials which may have been provided, up to the date of termination, no allowance being provided for anticipation of profit on the portion of the work not completed.
4. **ASSIGNMENTS.** The rights and obligations of the Subcontractor hereunder may not be assigned or sublet without WW's written permission.
5. **INDEMNITY.** Subcontractor agrees to indemnify, protect and hold harmless WW from and against all liabilities, claims or demands of every kind for injuries, including death, or damages to any person or property related in any way to the performance of this agreement, whether or not such damages or injuries are alleged or determined to have been caused in part by the negligence of WW, its employees, agents or representatives; provided, however that Subcontractor and/or Supplier shall not be obligated to indemnify WW hereunder for any damages or injury, including death, solely caused by the negligence of WW.
6. **AGREEMENT.** This Agreement represents the entire agreement of the parties, and may be modified only in a writing signed by both parties. If there is any inconsistency or conflict in any of the terms and conditions between this Agreement and Subcontractor's acknowledgement or acceptance invoice, the terms of this Agreement shall govern and control.
7. **GOVERNING LAW.** This agreement shall be deemed to have been made in Kent County, Michigan, and shall be governed by, and construed in accordance with the laws of the State of Michigan.
8. **HEALTH AND SAFETY.** When requested by WW, Subcontractor shall designate and promptly notify WW of the name of the Subcontractor's site health and safety officer. Lack of such request by WW shall not relieve the Subcontractor of his obligation to comply with all statutes, laws, ordinances, or other site specific rules regarding the health and safety aspects of the work he is to perform under this Agreement.